

**Exhibit 1-F**

**Internal Audit Assessment Services**



## Contract Work Authorization(CWA)

This Contract Work Authorization ("CWA") No. C12984 is issued under and pursuant to the Master Service Agreement No. 4400011341 dated January 17, 2017 (the "MSA") between the below-named Contractor ("Contractor" or "PwC"), a Delaware limited liability partnership and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's  
Legal Name: PricewaterhouseCoopers LLP

Contractor's  
Address: 3 Embarcadero Center  
San Francisco, CA 94111

Total Number of Pages: 5

**Project Name:** Quality Assurance Review of Internal Audit

**Job Location:** PG&E Locations as well as Contractor remote locations

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and, other than as set forth in the following sentence, furnish all labor, equipment, and materials necessary to complete the Work as summarized and fully described in Attachment 1.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference:

**Attachment 1:** Statement of Work Pages 3 through 5

**CWA TERM:** This CWA is effective upon signature by both parties and expires on July 29, 2019. Time is of the essence.

**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of July 29, 2019.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL:** Fixed price of \$99,000 plus expenses of \$9,000 to be paid in equal monthly (\$21,600) installments from March 2019 to July 2019.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICE WATERHOUSE COOPERS LLP	
Signature	DocuSigned by: <i>Rita Manzana</i>	Signature	DocuSigned by: <i>Amanda C. Herron</i>
Name	713DC81A100B40B... Rita Manzana	Name	3036512D035C419... Amanda Herron
Title	Sourcing Supervisor	Title	Partner
Date	1/2/2019	Date	1/2/2019

ADMINISTRATION			
PG&E Negotiator	William Washington	Contractor Representative	David Shebay
Phone	415-973-2012	Phone	704 724 5708
Email	w1w6@pge.com	Email	Amanda.c.herron@pwc.com
Accounting Reference	PR259866		
PG&E Work Supervisor:	Christopher Pezzola	415-973-6821	
<b>INVOICE INSTRUCTIONS:</b> Contractor shall send invoices for each payment when due, showing the CWA number, to:  PACIFIC GAS AND ELECTRIC COMPANY	<b>Send ORIGINAL Invoice to:</b> <b>(See note below if using PG&amp;E's electronic invoicing system)</b>	PG&E Accounts Payable* PO Box 7760 San Francisco, CA94120-7760	
	<b>Send COPY of Invoice to:</b>	Hilda Muramoto PG&E 77 Beale St San Francisco, CA 94105	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at <a href="http://www.pge.com/actpay">www.pge.com/actpay</a> .  <b>*Note:</b> Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input checked="" type="checkbox"/> Contractor (Signed Original Copy)	
	<input checked="" type="checkbox"/> Work Supervisor Christopher Pezzola	<input type="checkbox"/> Manager	
	<input checked="" type="checkbox"/> Invoice Approver Hilda Muramoto	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



## ATTACHMENT 1: STATEMENT OF WORK

### 1. SCOPE OVERVIEW

PG&E Corporation requires Price Waterhouse Cooper LLP (aka "Contractor" or "PwC"), a professional service provider, to assess its internal audit organization.

### 2. OBJECTIVES

In accordance with IIA Standard 1312 – External Assessments, which requires internal audit organizations that subscribe to the IIA's standards to undergo an external quality assessment (QA) at least once every five years, PG&E Corporation's IA is requesting PwC to:

- (1) Assess the extent to which IA is fulfilling expectations of the Audit Committees and senior management,
- (2) Assess IA's effectiveness in carrying out its mission (as specified in its mission statement),
- (3) Assess IA's general conformance with the IIA Standards, and
- (4) Provide advice and recommendations for how IA can improve its effectiveness and efficiency with reference to leading industry practices

Our assessment will include the following activities:

- Hold a planning meeting with PG&E to establish expectations and review the approach and timeline;
- Conduct individual interviews with 10-12 key stakeholders and 4-6 members of the Internal Audit team;
- Obtain and assess Internal Audit policies, procedures and tools including the risk assessment and audit plan, internal audit execution and delivery, and reporting processes;
- Select and obtain a sample of 7-12 recently completed audits to assess scope, approach, testing, working paper documentation and reporting process in relation to Client's existing Internal Audit policies/methodologies as well as assessing for general conformance with IIA Standards and our knowledge of leading practices;
- Develop a draft report for your review, including our detailed findings and high-level recommendations;
- Facilitate a collaborative session with PG&E to confirm and finalize the report;

### 3. DELIVERABLES (2. AND 3.)

The following deliverables will be supplied:

- a. Work Plan - A project work plan with a proposed timeline for completing the QA. The plan may include areas such as:
  - planning (objectives, scope, and timing),
  - kickoff meetings,
  - interviews and surveys,
  - fieldwork,
  - summarization of results,
  - workshops, and
  - wrap-up and reporting to IA and to the Audit Committees.
- b. A written report describing the results of the QA, including:
  1. analysis of IA's strengths and weaknesses, and
  2. recommendation(s) for improvement.
- c. Status updates and a final presentation, including copies of the written report, for the members of IA at one of IA's periodic staff meetings.
- d. An appearance before the Audit Committees of PG&E Corporation and Pacific Gas and Electric Company, after July 1, 2019

### 4. ANTICIPATED TIMEFRAME, PROJECT SCHEDULE

The project will start in March 2019.

The project must be completed with a final report issued by July 1, 2019. The engagement partner will meet with the Audit Committees to discuss the QA results and answer questions. This probably will occur at a meeting of the Committees scheduled for July 29, 2019.

### 5. KEY ASSUMPTIONS

Basic working conditions will be provided for PwC personnel within or close to the Internal Audit team. This includes access badges, internet access, desks and phone access.

Work will be conducted in accordance with the AICPA Statements of Consulting Services.

### 6. TEAM/RESOURCE DESCRIPTION

As agreed between both parties.

### 7. PG&E ROLE AND RESPONSIBILITIES

- Assistance with providing documents as requested.
- Assistance in scheduling interviews, and availability of interviewees in similar blocks of time to minimize travel costs.
- Assistance in scheduling status updates.

Also it is PG&E's responsibility to determine the procedures deemed necessary in connection with its compliance with the provisions of the Sarbanes-Oxley Act of 2002 (the "Act") and related SEC rules, to execute those procedures, and to assess the results of PG&E's procedures and their adequacy. PwC will not provide an opinion or other form of assurance with respect to PG&E's compliance with the Act, related SEC rules, or Client's procedures. PwC will not make any representation as to the sufficiency of Client's procedures for PG&E's own purposes. The Services should not be taken to supplant inquiries and procedures that PG&E should undertake for purposes of obtaining and using the information necessary in connection with PG&E's compliance with the provisions of the Act and related SEC rules.

PG&E IS RESPONSIBLE FOR MAINTAINING AN EFFECTIVE INTERNAL AUDIT ACTIVITY, INCLUDING BUT NOT LIMITED TO, (i) APPROVAL OF THE INTERNAL AUDIT MISSION AND CHARTER (IF APPLICABLE); (ii) APPROVAL OF THE RISK ASSESSMENT AND INTERNAL AUDIT PLAN; (iii) INTERNAL AUDIT QUALITY ASSURANCE AND IMPROVEMENT PROGRAMS; AND (iv) OWNING OF ISSUE RESOLUTION AND MANAGEMENT ACTION PLANS IN INTERNAL AUDIT REPORTS.

## 8. PROFESSIONAL FEES AND EXPENSES

Price - \$99,000  
Travel Expenses - \$9,000  
Total Not to Exceed - \$108,000

## 9. PG&E AND CONSULTANT WORKS SUPERVISOR NAME, NUMBER AND EMAIL ADDRESS

PG&E:  
Mike White  
415-973-6978  
[mgw3@pgw.com](mailto:mgw3@pgw.com)

PwC  
[Amanda Herron](#)  
[702-724-5708](tel:702-724-5708)  
[amanda.c.herron@pwc.com](mailto:amanda.c.herron@pwc.com)

[Andy Dahle](#)  
[312-560-4467](tel:312-560-4467)  
[andrew.j.dahle@pwc.com](mailto:andrew.j.dahle@pwc.com)

## 10. WORK LOCATIONS

Mostly at PG&E Offices in San Francisco, CA. Some work done off site at PwC offices in San Francisco, CA and Dallas, TX.